PART I – THE SCHEDULE SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

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PART I – THE SCHEDULE SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED

This is a cost-plus-award-fee (CPAF) type contract for the environmental remediation of the Paducah Gaseous Diffusion Plant Site. The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance and provision of the following items in Section C, Performance Work Statement (PWS):

Item 001 – Environmental Remediation – See Section C Performance Work Statement. The period of performance is for five years from the date the Contractor completes transition and assumes full responsibility for the PWS.

Item 002 – Option Item to support the Transition of De-leased Facilities – See Section C Performance Work Statement (Section C.1.3.5.b)).

Item 003 – Option Item to provide Surveillance and Maintenance (S&M) of De-leased Facilities – See Section C Performance Work Statement (Section C.1.3.5.c)).

B.2 ESTIMATED COST, BASE, AND AWARD FEE

Pursuant to the FAR clause 52.216-7, entitled "Allowable Cost and Payment," the total estimated cost of this contract for Item 001 is \$
This amount includes:
(1) Estimated cost for the contract transition period (as defined in B.3) of \$; and
(2) Estimated cost for Environmental Remediation (not including contract transition period) of \$
No fee is payable for the contract transition period.
The base fee is \$ (2% of the estimated cost in B.2.(a)(2)).

- (d) The award fee for this contract line item shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional quarterly amount equivalent of an amount up to 75% of the available award fee for the period may be permitted.
- (e) Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s). The total available award fee for this contract line item is \$______ (not more than 8% of the estimated cost in B.2.(a)(2)). Award fee available for each period is as set forth in the award fee plan. The Contractor and Government will enter into good faith negotiations to revise the fee pool if significant changes to the work scope occur.

Item 001 - Environmental Remediation	Estimated Cost	Base Fee	Award Fee	Total Estimated Cost and Fee
Contract Transition	\$			\$
Year 1	\$	\$	\$	\$
Year 2	\$	\$	\$	\$
Year 3	\$	\$	\$	\$
Year 4	\$	\$	\$	\$
Year 5	\$	\$	\$	\$
Estimated Total	\$	\$	\$	\$

B.3 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT

(a) Contract transition is a ninety (90) day period of time prior to the date the Contractor assumes full responsibility for the PWS. During the contract transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. The Contractor shall also bring to the site its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. The Contractor shall coordinate its activities with DOE and the incumbent Contractor so as to accomplish these activities in a manner that will provide an effective

- transition of personnel and work activities while minimizing the cost of this effort.
- (b) The Contractor shall put in place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent will be subject to a 30-day review and approval period. The Contractor shall obtain all necessary permits and licenses. Available government furnished facilities, property, services and items are identified in Section H and Section J.
- (c) All contract transition costs shall be included in the total estimated cost of this contract

B.4 OPTION FOR ADDITIONAL SERVICES

- (a) The Government may require the delivery of the numbered line items, identified in the Schedule as an Option Item, to support the transition of the Gaseous Diffusion Plant (GDP) to Decontamination and Decommissioning (D&D) during performance of this contract at the prices stated in the Schedule. The Contracting Officer may exercise the option items by written notice to the Contractor at any time during the basic term of the contract in Section F.2(a).
 - (1) ITEM 002 (Transition of De-leased Facilities) Option Item to support the implementation of the GDP transition plan to D&D as defined in Section C.1.3.5.b):

(i)	 (i) The estimated cost for Option Item 002, to support the implementation of the GDP transition plan to D&D is \$ 	
(ii)	The base fee is \$ B.4.(a)(1)(i)).	(2% of the estimated cost in

(iii) The award fee for this contract line item shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional quarterly amount equivalent of an amount up to 75% of the available award fee for the period may be permitted.

- (iv) Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s). The total available award fee for this contract line item is \$______ (not more than 8% of the estimated cost in B.4.(a)(1)(i)). Award fee available for each period is as set forth in the award fee plan. The Contractor and Government will enter into good faith negotiations to revise the fee pool if significant changes to the work scope occur.
- (v) The total estimated cost will be based on a yearly basis with an estimated quantity of two (2) years. The Government will determine the estimated number of year(s) at the time the option is exercised. The following is a breakdown of the total estimated cost, base fee and award fee by year/evaluation period:

Description: Item 002	Year 1	Year 2	Total
Transition of De-leased			
GDP Facilities – Section			
C.1.3.5.b).			
Estimated Cost – Section			*
B.4 <u>.(a)(</u> 1)(i)	\$1.0M	\$2.0M	\$3.0M
Contractor Markup Costs			
Section B.4 <u>.(a)(</u> 1)(i)	\$	\$	\$
Total Estimated Cost –			
Section B.4.(a)(1)(i)	\$	\$	\$
Base Fee – Section			
B.4.(a)(1)(ii)	\$	\$	\$
Award Fee – Section			
B.4.(a)(1)(iv)	\$	\$	\$
, , , , , ,			
Total Estimated Cost and	\$	\$	\$
Fee			

(2) ITEM 003 (S&M of De-leased Facilities) – Option Item for surveillance and maintenance of GDP facilities as defined in Section C.1.3.5.c):

(i)	The total estimated cost of Option Item 003 is \$	

- (ii) The base fee is \$_____ (2% of the estimated cost in B.4.(a)(2)(i)).
- (iii) The award fee for this contract line item shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the Government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional quarterly amount equivalent of an amount up to 75% of the available award fee for the period may be permitted.
- (iv) Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from each evaluation period shall not be eligible to be earned in any future period(s). The total available award fee for this contract line item is \$______ (not more than 8% of the estimated cost in B.4.(a)(2)(i)). Award fee available for each period is as set forth in the award fee plan. The Contractor and Government will enter into good faith negotiations to revise the fee pool if significant changes to the work scope occur.
- (v) The total estimated cost will be based on a yearly basis with an estimated quantity of one (1) year. The following is a breakdown of the total estimated cost, base fee and award fee by year/evaluation period:

Description: Item 003 - S&M of De-leased GDP Facilities – Section C.1.3.5.c).	Total
Estimated Cost – Section B.4.(a)(2)(i)	
	\$12.6M
Contractor Markup Costs Section	
B.4.(a)(2)(i)	\$
, , , , , , , , , , , , , , , , , , ,	
Total Estimated Cost – Section B.4.(a)(2)(i)	
. , . , . , . ,	\$
Base Fee – Section B.4.(a)(2)(ii)	
	\$
Award Fee – Section B.4.(a)(2)(iv)	
	\$
Total Estimated Cost and Fee	\$

B.5 OBLIGATION OF FUNDS

- (a) Pursuant to the clause in Section I, FAR 52.232-22 entitled "Limitation of Funds," total funds in the amount of \$___TBD____ are obligated herewith and made available for payment of allowable costs and maximum fee to be incurred from the effective date of this contract through the period estimated to end _____.
- (b) In addition to the limitations provided for in this clause, DOE may, through financial plans or other directives issued to the Contractor, establish controls on the costs to be incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The Contractor agrees: (1) To comply with the specific limitations (ceilings on costs and encumbrances) set forth in such plans and directives; (2) To comply with other requirements of such plans and directives; and (3) To notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.